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SAN JOSE CONCRETE TRANSFER CO., INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

SAN JOSE CONCRETE TRANSFER CO.,
INC.

Plaintiff,

v.

MOYER PRODUCTS, INC.
(Successor-in-Interest to MOYER
CHEMICAL COMPANY), et al.,

Defendant.

MOYER PRODUCTS, INC.
(Successor-in-Interest to MOYER
CHEMICAL COMPANY),

Cross-Claimant,

v.

SAN JOSE CONCRETE TRANSFER CO.,
INC.; HOWARD ELECTRIC, INC.; et al.

Cross-Defendants.

Case No.: 4:13-cv-05412-DMR

~~[PROPOSED]~~ ORDER APPROVING
SETTLEMENT AND DETERMINING
GOOD FAITH OF SETTLEMENT

Date: May 23, 2019

Time: 11:00 AM

Courtroom: 4 - Third Floor

Judge: Magistrate Judge Donna Ryu

ACTION FILED: November 21, 2013

TRIAL DATE: None

~~The joint motion by all parties to this action came on regularly for hearing on May 23, 2019 at 11:00 AM in Courtroom 4 Third Floor of the United States District Court for the Northern District of California, Oakland Division, Magistrate Judge Donna Ryu presiding.~~

The Court, having read and considered the moving papers filed by the parties, the declaration and exhibits submitted therewith, ~~and oral arguments presented at the hearing, if any,~~ and good cause appearing, **NOW FINDS, ADJUDGES, AND DECREES AS FOLLOWS:**

1. The settlement entered into by and between plaintiff and counter-respondent San Jose Concrete Transfer Co., Inc., defendant and cross-claimant Moyer Products, Inc., cross-defendant Howard Electric, Inc., cross-defendant Geraldine Harris; cross-defendant Donald Beukers, and cross-defendant Thomas Strotman (hereinafter, collectively the “Parties”) is fair and reasonable, consistent with the purposes of the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), and was entered into in good faith and without collusion or fraud under California Code of Civil Procedure sections §§ 877 and 877.6 and the rule of *Tech-Bilt, Inc. v. Woodward-Clyde & Associates*, 38 Cal. 3d 488 (1985) and is therefore approved; and,

2. The Parties are entitled to contribution and indemnity protection under federal and state law theories for the apportionment of liability among alleged joint tortfeasors.

IT IS HEREBY ORDERED AS FOLLOWS:

3. The Settlement Agreement between the Parties is found to be in good faith and is hereby approved as a good faith settlement within the meaning of California Code of Civil Procedure Sections 877 and 877.6; and,

4. Pursuant to Section 6 of the UFCA and California Code of Civil Procedure Section §877.6, any and all claims for contribution or indemnity against the Parties arising out of the facts alleged in the operative pleadings are barred, regardless of when or by whom such claims are asserted and regardless of whether such claims are made pursuant to CERCLA or any other Federal, State or local statute or law; and,

5. All claims asserted in this action by Plaintiff San Jose Concrete Transfer Co., Inc. against Moyer Products, Inc. and all other Parties are hereby dismissed with prejudice; and,

1 6. All claims asserted in this action by Moyer Products Inc. against Plaintiff San Jose
2 Concrete Transfer Co., Inc. and all other Parties are hereby dismissed with prejudice.

3 **IT IS SO ORDERED.**

4
5 Dated: May 20, 2019, 2019 MAGISTRATE JUDGE DONNA RYU

